

**TS LAUNCHES, NOVEMBER 2002**

93. After giving Project Greenlight two years to gain traction, November 2002, the Defendants prepared to launch TS. To attract the best undiscovered writers, the Defendants planned to generate “buzz” by throwing 3 huge TS “launch parties”: one in New York, one in Los Angeles, and one in **London**. (A photo of Kevin Spacey at the TS London Launch party is attached as “**Exhibit P**” and is incorporated by reference as if fully set out herein.) While in Britain, Def Spacey did many interviews about TS. The Guardian featured a piece called “Cyber Spacey”, in which writer Sean Clarke mocked Defs Spacey’s and Brunetti’s well-rehearsed lines. (Said Guardian article in which Def Spacey went to London to discuss TS is attached as “**Exhibit Q**” and incorporated by reference as if fully set out herein.) Writer Sean Clarke wrote:

Spacey tells an anecdote about the original idea for the site, which is essentially Brunetti's brainchild. He says they "came up with a sketchy plan, which at the time..." and chuckles wryly, on which cue Brunetti take up the story "... which at the time, we thought was great." They both shake their heads ruefully. Later, I watch as the pair address a press conference, they repeat the story, with exactly the same pauses, the same chuckle, the same interruptions. It's beat-perfect, like a Mamet script.

94. And to generate even more buzz, before the website was launched, Budweiser announced their corporate sponsorship of the TS social network.

95. Along with the sponsors, parties and interviews, to help repair Def Spacey’s damaged reputation, the TS website posted a heartwarming story that Spacey started his new social network “to help undiscovered writers and filmmakers get industry access and exposure.”

**96. TriggerStreet.com was “launched”, and went online, November 2002**

- 97. Def Spacey held a New York TriggerStreet **launch party** on Nov 11th, 2002.
- 98. Def Spacey held a Los Angeles TS **launch party** on Nov 18th, 2002.
- 99. Def Spacey held a London TS **launch party** on Nov 26th, 2002.

**After Triggerstreet Officially Launched, Nov 11th, 2002,**

**The Following Events (Connecting The Defendants) Occurred:**

100. Shortly after TS's official launch (November 2002), Def Spacey would receive three (3) huge payments from Defendants Ari Emanuel and Universal Pictures (Def Spacey would receive many other unlikely benefits—payments—during the subsequent 12 year lifespan of TS).

● 101. In **February 2003**, 3 months after TS launched, **Universal Pictures** distributed Spacey's film "**The Life of David Gale**" (again, originally a property of Spacey's home studio, Warner Bros). This would be the last time Universal Pictures would be involved in a Spacey film (to the date of the filing of this Complaint). Thus, the only two Universal Pictures films featuring Spacey as a lead are *K-PAX*, and *The Life of David Gale*.

- 102. That same month, **February of 2003**, Spacey's production company would magically get money to release and distribute its first movie in 3 years: "United States of Leland". The film would only be released in 14 theaters, losing millions, and bringing in only \$344,000. Likely, Universal Pictures wouldn't put their name on the film, because after two bad years, Universal was back in 5th place (second to last place), and they didn't want *United States of Leland* to move them into last place.

- 103. That same month, again, **February 2003**, it was announced that Production for *Beyond the Sea* (Spacey's dream film about Bobby Darin) was being fast-tracked with Spacey as lead actor.

104. Suddenly, in the nadir of Defendant Spacey's career, inexplicably Hollywood was showing Def Spacey tremendous love and support—when 4 of his previous 5 films were major money losers.

## Footnotes:

105. Shortly after TS launched, in **2003**, Ari Emanuel gave Asif Satchu and Mordecai Wiczuk financing to start MRC.

106. **December 17th, 2004, *Beyond the Sea*** was released. It would be Spacey's **greatest failure**; costing \$25 million, but only earning \$8.4 million; losing over \$16,000,000.



**Additional Facts Regarding TS And The Defendants**

● 107. Spacey's production company made no films for 3 years, January 2000 to January 2003: Ordinary Decent Criminal (Jan 2000, direct to DVD in USA), and United States of Leland (Jan 2003, released in only 14 theaters).

● 108. Since TS launched, Def Spacey's production company has made 22 films.

● 109. May 2005, 2.5 years after TS launched, Project Greenlight was effectively dead (no new contests for filmmakers or screenwriters). Killed by the success of TS. Although, oddly, the Project Greenlight website remained open, but inactive —no new contests, no new submissions accepted; just an open, inactive website, until 2015.

● 110. In 2006 Spacey held a TriggerStreet "RE-launch" party in Los Angeles.

● 111. 2007, Plaintiff's screenplay, Butterfly Driver, was posted and accessed on TS.

● 112. 2007-2009 TS secretly joined Bud.TV (Budweiser TV), without informing members or revising its Term of Use page. In a 2007 Anheuser-Busch announced it was launching Bud.TV with TriggerStreet.com providing programming. (Said Bud.TV news release is attached as "**Exhibit R**" and incorporated by reference as if fully set out herein.) Curiously, Bud.TV's Wikipedia page shows Defs Matt Damon and Ben Affleck (Project Greenlight), and Kevin Spacey (TS) all provided Bud.TV programming. (Said Wikipedia article is attached as "**Exhibit S**" and incorporated by reference as if fully set out herein.)

● 113. Feb 2009, the BBC reported Def Spacey hosted the Mofilm Film Festival, in Spain, where he boasted of TS's "**400,000 members around the world.**" (Said BBC article is attached as "**Exhibit T**" and is incorporated by reference as if fully set out herein.)

● 114. On April 27th, 2009, Def Ari Emanuel and Endeavor Talent Agency (ETA) merged with the William Morris Agency (WMA), creating William Morris Endeavor. **17 days later**, May 14th 2009, **after about 20 years with the William Morris Agency**, Def Spacey signed with CAA (Creative Artist Agency). Def Spacey did so to keep TS members (and any observing regulatory authorities) from becoming suspicious of his link to Def Ari Emanuel through TS. (A New York Times article about the April 2009 merger of WMA and Endeavor is attached as "**Exhibit U**" and is incorporated by reference as if fully set out herein.) (A May 2009 Variety article about Def Spacey leaving WME is attached as

1 “**Exhibit V**” and is incorporated by reference as if fully set out herein.)

2 • 115. May 2010, “Deadline Hollywood” reported Defendant **Universal Pictures**  
3 and Defendant Media Rights Capital (MRC) announced a 20 picture, 5-year production and  
4 distribution deal. (Said “Deadline Hollywood” article is attached as “**Exhibit W**” and is  
5 incorporated by reference as if fully set out herein.) Thus, MRC’s (a company co-owned by  
6 Defendant Ari Emanuel) first mega-deal would be with **Universal Pictures**.

7 • 116. On March 15th, 2011, **Netflix** and Def **MRC** (owned by Defs Emanuel,  
8 Wiczuk and Satchu) announced their mega \$100 million dollar 2-season deal to produce the  
9 new series *House of Cards*, starring Def Kevin Spacey, in his career defining role. Quietly, a  
10 few months later, in July 2011, with the role of a lifetime secured, Def Spacey would move  
11 his social network, TS, to <http://www.labs.triggerstreet.com>, and begin to use the web  
12 address TriggerStreet.com as his production company’s site.

13 • 117. August 2013, the film *Elysium* (an infringement on the Plaintiff’s work) was  
14 released internationally. The Plaintiff then filed his copyright infringement suit against the  
15 Defendants, October 2013.

16 • 118. November 6th, 2014, 6 days after the Plaintiff filed his Notice Of Motion of  
17 appeal, Defs Spacey and Brunetti closed and destroyed the TS social network.

18 • 119. In 2015, almost immediately after TS closed, Project Greenlight (which had  
19 been **dead for 10 years**, came back to life, with a new HBO TV show, airing fall of 2015.

20 • 120. July 2016, HBO announced the Project Greenlight TV show was cancelled.

21 • 121. In 2016, with the cancellation of the TV show *Project Greenlight*, and with  
22 the closing of TS—with no way to gain access to original screenplays to misappropriate—  
23 ProjectGreenlight.com went active, again. **After 10 years of online inactivity**, Def Matt  
24 Damon, Ben Affleck and ProjectGreenlight.com began seeking new screenplays again.

25 • 122. In 2015, Def Dana Brunetti (former cellphone salesman and Spacey’s personal  
26 assistant) produced his **first** solo film, without Kevin Spacey, *50 Shades of Grey*—payment  
27 for his involvement in the TS conspiracy. *50 Shades of Grey* was **Distributed by Universal**  
28 **Pictures**. (A Wikipedia article showing the producers and distributors of *50 Shades of Grey*  
is attached as “**Exhibit X**” and is incorporated by reference as if fully set out herein.)



**SONY PICTURES EMAIL LEAK EXPOSE DEF ARI EMANUEL'S SECRET  
UNIVERSAL PICTURES TIES, HIS UNLAWFUL RELATIONSHIPS WITH SONY  
PICTURES' CEO (M. LYNTON), & HIS BULLYING, THUGGISH METHODS**

123. Further confirming all allegation herein, in 2015 Wikileaks released thousands of Sony Pictures emails, which had been previously released in 2014, when North Korea hacked and published thousands of Sony's emails. Within days hundreds of respected news agencies carried the story —The NYTimes, LATimes, Hollywood Reporter, all reported the juicy details—and the juiciest story was the story of how Sony Pictures lost -or passed on- “Steve Jobs”, the movie.

124. All of the reports are similar: the emails provide an inside view of bunch of super-rich Hollywood producers, writers, and directors negotiating the production budget of the film “Steve Jobs”, until the deal went bad and Sony gave up on the film. And right in the eye of the storm is Def Ari Emanuel. (An articles from “Mashable.com” about said “Steve Jobs” film emails is attached as “**Exhibit Y**”and is incorporated by reference as if fully set out herein.)

125. A few of the celebrities captured on Sony Pictures email/text leak, at times, behaved poorly, but no one behaved worse than, Def Emanuel. Brazen and thuggish, we see Def Ari Emanuel berate Sony Pictures' Chairman Amy Pascal, with impunity. And when the other Sony execs learned of this, they only called Def Emanuel a *bully*—behind his back. No one dared to confront Def Emanuel. But more surprisingly, through a tiny sliver of Def Ari Emanuel's emails (just those going into, or out of, Sony Pictures) we learn:

1. Def Ari Emanuel is a major film producer —in conflict with his role as a talent agent, and in violating California labor law which forbids employers (a producer) from charging employees (his actors) fees to be hired—perhaps an even more significant conflict of interest than Def Emanuel's partnership in MRC II LP.
2. Defs Emanuel, Bill Block and Michael Lynton (then Sony Pictures CEO and Chairman) are secretly business partners: co-owners in the company *Screenbid*.
3. Ari Emanuel is also a film financier, or executive producer (a person who provides or finds money to make films).

1 4. Def Ari Emanuel also arranges peripheral services for Sony Pictures (and others),  
 2 like making deals with Hasbro Toy Co. for Sony Pictures (for Spider-Man 2 &  
 3 Minions action figures?).

4 5. Whenever necessary, Universal Pictures will distribute ANY film for Ari Emanuel.

5  
 6 “STEVE JOBS” EMAILS CONFIRM DEF ARI EMANUEL  
 7 IS SECRETLY A MAJOR FILM PRODUCER, AND THE TRUE  
 8 PRODUCER OF “STEVE JOBS” —NOT SCOTT RUDIN

9 126. Through the Sony “Steve Jobs” email trail we see the “Steve Jobs” negotiation go  
 10 on for about 8 months, then it begins to fall apart on October 16th, 2014, after Sony  
 11 Pictures’ President of Business Affairs, Andrew Gumpert, sends Sony Pictures Chairperson  
 12 Amy Pascal, film producer Scott Rudin, Def Ari Emanuel, and WME co-CEO Patrick  
 13 Whitesell a financing offer, which the filmmakers felt was too low. October 18th, 2014,  
 14 two days after Gumpert’s low offer, Scott Rudin, angrily responds:

15 2014-10-18 16:09:38 Re: wwbo bumps/jobs From: Scott Rudin  
 16 <sr@scottrudinproductions.com> To: pascal, amy  
 17 gumpert, andrew aemanuel@wmeentertainment.com  
 18 pwhitesell@wmeentertainment.com

18 **SCOTT RUDIN:**

19 “You have NO risk in the movie but WE should have risk?  
 20 You lay off every cent except what you choose to keep and WE  
 21 should then also fund you --- that's how this should work?”

21 I cannot believe you're serious. What idiot would make  
 22 this deal? The presumption that five Oscar winners would be  
 23 desperate enough to give up all value for their services and then  
 24 also risk the baseline bargain-basement fees on top of it is beyond  
 25 comprehension.

26 Every single movie like this that we have made for you  
 27 has worked. And you think this is fair?”

28 127. At Rudin’s words, Def Ari Emanuel, who purports to the world that he is just a  
 talent agent, would then take over the email exchange —seemingly eager to bully a woman.

On Oct 18, 2014, at 9:15 AM, From: Ariel Emanuel  
 <AEmanuel@wmeentertainment.com> To: pascal, amy



1 sr@scottrudinproductions.com gumpert, andrew  
 2 pwhitesell@wmeentertainment.com

3 **ARI EMANUEL:**

4 "This offer is fucking bull shit. Give us the movie back. You you guys  
 in the business. No other studio would even ask for this. Pass"

5 128. Def Ari Emanuel immediately establishes and retains dominance and control of the  
 6 matter for the remainder of the negotiation, and Scott Rudin would remain quiet and  
 7 subordinate to Def Emanuel. But the key detail in this email is that Def Emanuel has the  
 8 authority to say "Pass", meaning: we choose NOT to do business with you, we will find  
 9 another partner. No mere talent agent can usurp that power from the producer. Scott Rudin  
 10 put Ari Emanuel on that email chain because Ari Emanuel is the true producer.

11 129. The exchange goes on. Amy Pascal writes:

12 On Oct 18, 2014, at 10:18 AM From: Amy\_Pascal@spe.sony.com  
 13 To: aemanuel@wmeentertainment.com  
 14 sr@scottrudinproductions.com gumpert, Andrew  
 pwhitesell@wmeentertainment.com

15 **AMY PASCAL:**

16 "Can we please deal with this Monday  
 Maybe we all get in a room and close it up"

17 130. But Def Ari Emanuel will not be silenced by Ms Pascal's request to wait until  
 18 Monday. He replies five minutes later::

19 On Oct 18, 2014, at 10:23 AM, From: Ariel Emanuel  
 20 <AEmanuel@wmeentertainment.com> To: pascal,  
 21 amy sr@scottrudinproductions.com gumpert,  
 andrew pwhitesell@wmeentertainment.com

21 **ARI EMANUEL:**

22 "Whatever

23 **You guys ask us to find financing. Scott, Patrick and myself get**  
 24 **Modi** and we still get no respect. Amy, this is not what you want to  
 25 hear - but this NEVER happens and any other studio. In fact they  
 26 then would go out of their way to make a proper deal.  
 Even Harvey.  
 Monday is fine."

27 131. With that statement **Def Ari Emanuel admitted he found film financiers for**  
 28 **"Steve Jobs", which is a strictly a producer's, or an executive producer's job.** Def Ari

1 Emanuel also generously (and falsely) shares credit with Rudin and Whitsell for getting  
 2 Modi Wiczyn to help with financing, to make Rudin and Whitsell appear more significant to  
 3 the process. Again, Defs Modi Wiczyn and Ari Emanuel had been a business partners since  
 4 2002 (at Endeavor, as well as in MRC). Getting Def Modi Wiczyn involved was entirely  
 5 Def Ari Emanuel's doing. Amy Pascal responds to Def Emanuel's provocation:

6 On Oct 18, 2014, at 10:51 AM, From: Amy\_Pascal@spe.sony.com  
 7 To: aemmanuel@wmeentertainment.com  
 8 sr@scottrudinproductions.com gumpert,Andrew  
 9 pwhitesell@wmeentertainment.com

10 **AMY PASCAL:**

11 "arthat is totally unnecessary we are in a negotiationwe have all  
 12 been doing this a long timewe want to make moneyyou want to  
 13 make money for yourselves andyour clientsthis has nothing to do  
 14 with respect and to be fair and its a credit to the movie that scott  
 15 put together there are more financing partners than we know  
 16 what todo with here....thats not the issue...we are the only major  
 17 studio that even tries to make thesekind of movesdont make it  
 18 harder than it isthe tone is really uncalled for and unfairand  
 19 doesnt help get things doneamy"

16 132. Through all of this, Scott Rudin never commented or told Def Ari Emanuel to  
 17 disengaged. That is not his place. Ari runs the show. Def Ari Emanuel replies:

18 2014-10-18 10:58:41 Re: wwbo bumps/jobs From: Ariel Emanuel  
 19 <AEmanuel@wmeentertainment.com> To: pascal, amy  
 20 sr@scottrudinproductions.com gumpert,  
 21 andrew pwhitesell@wmeentertainment.com

22 **ARI EMANUEL:**

23 "Ok not true. Other studios make these movies"

22 133. Def Ari Emanuel was eluding to Universal Pictures, who would produce any film  
 23 Def Emanuel suggested. Texting stopped for 7 or 8 hours, until Def Ari Emanuel resumed.

24 2014-10-18 16:20:47 From: aemmanuel@wmeentertainment.com  
 25 To: gumpert, andrew sr@scottrudinproductions.com,  
 26 pwhitesell@wmeentertainment.com, pascal, amy

27 **ARI EMANUEL:**

28 "In the real world when some one either risks something or gives something  
 up they get something in return. You guys seem to think we should be  
 honored just to be in business with you based on your offer. Why?"



1 134. After this, the negotiation disintegrated over the next 4 weeks. The last email from  
2 Def Emanuel to Amy Pascal was sent November 11, 2014, when Emanuel abruptly asked:

3 2014-11-14 22:57:02 From: aemmanuel@wmeentertainment.com  
4 To: pascal, amy

5 **ARI EMANUEL:**

6 "Is business affairs calling me so I can take this to Fox  
7 Searchlight officially?"

8 135. With that statement Def Emanuel showed that, in addition to producing, he even  
9 arranges distribution. Def Emanuel is asking Amy Pascal if Sony Pictures' President of  
10 Business Affairs, Andrew Gumpert, is going to call to let him know if Sony wants "Steve  
11 Jobs". Def Emanuel is bluffing that Fox Searchlight has agreed to take the film. He never  
12 had a deal with Fox Searchlight. He was just playing hardball; trying to get a better offer out  
13 of Sony, AND keep them in the dark about his distribution relationship with **Universal**  
14 **Pictures.**

15 136. As this deal dragged on over 8 months, 3 weeks before the previous exchange,  
16 Sony Pictures' Andrew Gumpert, spotted Def Emanuel's chicanery and bad motives. In an  
17 email to Sony execs Lynton, Pascal, and Doug Belgrad; Andrew Gumpert wrote:

18 2014-10-18 16:59:16 From: Andrew Gumpert  
19 To: lynton, michael; pascal, amy; belgrad, doug

20 **Andrew Gumpert:**

21 "The fact is there is only so much in the kitty. Unless the movie  
22 massively breaks out they can never make real money, nor can we  
23 and our investors. They have a 50pt pool with the best definition and  
24 5m of box office bonuses. **Do they want to make MORE than the**  
25 **equity? I think they do.** There is a huge philosophical gap (given  
26 the rude and insolent responses from Ari and **Scott**)..."

27 137. Andrew Gumpert knew something was wrong, because Def Ari Emanuel and Scott  
28 Rudin weren't adhering to established guidelines.

138. Although there have surely been occasions when Sony Pictures did cave-in to Def  
Emanuel's arm-twisting, this would not be one of those occasion. But oddly, Michael  
Lynton, CEO of Sony Pictures, responds to Gumpert only with silence—because Def Ari  
Emanuel is his close friend and secret business partner in Screenbid.

1 **“Steve Jobs” Film’s Not-So Surprising *Twist* Ending:**

2 139. Fox Searchlight never touched “Steve Jobs”.

3 140. Def Ari Emanuel had just been playing the ace up his sleeve; trying to push the  
4 price of the film above market value, to increase his profit margin. He didn’t need Sony  
5 Pictures to give him standard market value for “Steve Jobs”, he could get standard value  
6 from Universal Pictures. When the maneuver failed, and Sony Pictures backed out, Def Ari  
7 Emanuel took the film to the Studio that has distributed all of his films, since around 1999.

8 141. On September 5th, 2015, 10 months after Sony Pictures declined on “Steve Jobs”,  
9 after so much posturing and tumult, “Steve Jobs” was distributed by Universal Pictures.

10  
11 SONY PICTURES EMAILS SHOW DEFS EMANUEL & BILL BLOCK & SONY  
12 PICTURES’ CEO (M. LYNTON) MAINTAIN UNETHICAL RELATIONSHIPS.  
13 AS THEY CO-OWN “SCREENBID” TOGETHER (CONFLICT OF INTERESTS)

14 142. The “Steve Jobs” emails reveal Defs Emanuel and Bill Block are in a co-ownership  
15 business with Sony Pictures’ then-CEO Michael Lynton. As we see Def Ari Emanuel write  
16 Michael Lynton to ask Lynton to check on their co-owned business, *Screenbid*.

17 On Dec 3, 2013, at 3:11 PM, From: aemmanuel@wmeentertainment.com  
18 To: lynton, michael;

19 **ARI EMANUEL:**

20 Michael -

21 What are we doing on Screenbid? We had success on our early tests,  
22 nothing since. You guys own a piece of this company, we've had  
23 nothing since our early success. We have to keep the engines going.

24 143. In the text above, Def Emanuel’s and CEO Michael Lynton’s joint ownership of  
25 Screenbid is confirmed by the repeated use of pronoun “we”. Def Ari Emanuel asks “What  
26 are we doing...” Then he states “We had success on our early tests...” Then he reminds  
27 Lynton that he (and some unknown party, or parties) also own shares of this company. Then,  
28 implying Lynton has a responsibility, Def Emanuel says, “**You guys own a piece of this  
company...**” Then Def Emanuel exhorts CEO Michael Lynton to take action, saying: “We  
have to keep the engines going.”

144. These are not the messages of quiet stockholders. These men are owners.



1 145. Sony Picture's CEO, Michael Lynton is quite a bit wiser than Def Emanuel, and  
 2 does not reply to Emanuel through his Sony Email account, understanding they are engaged  
 3 in an unlawful enterprise. But 11 months later, 10/31/2014, Def Bill Block, the CEO of  
 4 Screenbid, not-so-wisely emails Def Emanuel and Lynton (to Lynton's Sony email address)  
 5 to give his business partners a business report, pasted below his reply text. (Bill Block was  
 6 the CEO of QED International, a Defendant in Briggs v Blomkamp.) Def Bill Block's reply  
 7 email reads:

8 2014-10-31 00:35:37 FW: SCREENBID AUCTION UPDATE  
 9 From: bblock@qedintl.com To: aemmanuel@wmeentertainment.com  
 michael\_lynton@spe.sony.com

10 **BILL BLOCK:**

11 Going well gentlemen.

12 Bill

13 From: Jeffrey A. Dash [mailto:jdash@screenbid.com]

14 Sent: Monday, October 27, 2014 10:13 AM

15 To: Bill Block

16 Subject: SCREENBID AUCTION UPDATE

17 AUCTION UPDATE:

18 TRUE BLOOD: (HBO) We are winding down aftermarket sales and  
 19 fulfillment and are on schedule to present audited reports to HBO  
 20 accounting within 14 days.

21 SONS OF ANARCHY: (FOX) We visited the set on Friday  
 22 10/24/14 and met with the department heads for props, wardrobe,  
 23 transportation and set decoration. They are scheduled to wrap next  
 24 week and we will take delivery by 11/5/14, immediately inventory  
 25 and shoot. Writing began about 2 weeks ago The auction is  
 26 scheduled to go live on 12/01/14 and bidding will end on 12/10/14.  
 27 Fulfillment time will be tight. In order to get everything shipped  
 28 prior to XMAS we will have extra staff in place to facilitate..."

146. In this unethical relationship, Sony Pictures' CEO Lynton, personally profited as  
 Screenbid's owner, in such ways as directing Sony Pictures to give Screenbid millions in set  
 furnishings to auction on Screenbid, where he and Def Emanuel profited as owners.  
 Lynton's secret relationship with Def Emanuel is why Sony Pictures did not do due  
 diligence to vet Def Blomkamp's Elysium script.

SONY EMAILS SHOW DEF EMANUEL PERFORMS  
PRODUCORIAL SERVICES: CALLING SONY'S CEO & CHAIRMAN  
TO ARRANGE A DEAL WITH HASBRO

147. On March 28, 2014, Def Ari Emanuel emailed/texted Sony's Pictures' CEO and Chairman to close an animation co-financing deal with Hasbro. Def Emanuel's email read:

2014-03-28 re: HASBRO Animation deal  
 From: aemanuel@wmeentertainment.com  
 To: amy\_pascal@spe.sony.com; michael\_lynton@spe.sony.com

**ARI EMANUEL:**

"HASBRO Animation deal  
 Amy & Michael -  
 We have sent Ronni our proposal for the animation co-financing deal. Please take a look when you get a chance and lets lock this down.  
 Ari

148. Talent Agents don't arrange animation co-financing deals with Hasbro, producers and studios do. Curiously, after Billionaire Def Ari Emanuel recently purchased the UFC he arranged a UFC Hasbro deal. (An article where Def Emanuel discusses UFC and Hasbro is attached as "**Exhibit Z**" and is incorporated by reference as if fully set out herein.)

**SONY EMAILS SHOW DEFENDANTS COMMITTED PERJURY REGARDING  
 THEIR EFFORTS TO HIDE INFRINGEMENT IN BRIGGS V BLOMKAMP**

149. The Defendants' fraud, conspiracy and routine deceit included committing perjury by lying on documents signed under oath.

150. During the discovery phase of Briggs v Blomkamp, et al (C13 4679 PJH) the Plaintiff informed the district court that he suspected that writer/producer Simon Kinberg was hired to rewrite Def Blomkamp's poorly written screenplay. In response to Plaintiff's interrogatories to MRC II LP, the Defendants made false statement, under oath, regarding a substantial matter in that case, which may impact the Plaintiff's ability to prevail in that lawsuit (currently in appeals). (Said Def MRC II LP's Interrogatory Responses from Briggs v Blomkamp are attached as "**Exhibit AA**" and is incorporated by reference as if fully set out herein.)



1 151. That deceit occurred when the Defs responded to interrogatory #17; believing  
2 Simon Kinberg helped disguise Def Blomkamp's infringement, the Plaintiff asked:

3 **Plaintiff's Interrogatory:**

4 INTERROGATORY #17:

5 "Simon Kinberg is a writer and "script doctor" (a writer who fixes scripts  
6 that have serious problems). Simon Kinberg is listed as a producer of  
7 Elysium. Exactly what duties did Simon Kinberg play in the production and  
8 script doctoring of the screenplay and film "Elysium"?"

9 **Defendants' Answer:**

10 "Defendant incorporates by reference the preliminary statement and  
11 general objections... Subject to and without waiving the foregoing  
12 objections, Defendant responds as follows:

13 Simon Kinberg produced the Film. As producer, Mr. Kinberg also  
14 **assisted with a polish of the Film's screenplay** during the later stages of  
15 writing."

16 **But The Leaked Sony Emails Reveal The Truth About Said Perjury:**

17 152. The Defendants admitted that Simon Kinberg helped improve the weak screenplay,  
18 BUT suggested that his help was just a "polish", which suggests merely dotting I's and  
19 crossing T's, and maybe a dialogue suggestion here and there. But, in fact, Simon Kinberg  
20 had to do exhaustive work to try to salvage Elysium's terrible screenplay.

21 153. The gross underestimation and misrepresentation of all the work Simon Kinberg  
22 had to do to repair Def Blomkamp's Elysium script is revealed in the 2015  
23 Wikileaks're-posting of the Sony Pictures' hacked emails, in five (5) key email exchanges  
24 between Defs **Modi Wiczzyk, Simon Kinberg**, and Sony Pictures Chairperson **Amy Pascal**.  
25 In the first email, Def Wiczzyk explains Kinberg's role:

26 2014-10-27 13:36:12 Fwd: CHAPPIE NOTES

27 From: mwiczzyk@mrstudios.com To: pascal, amy

28 **MODI WICZYK:**

"hi!so i asked si to share all the notes hes wanted to do, in detail, for  
weeks but hasnt been able to do.it lines up w what everyones saying.  
great detail and very specific.he also included rachels document and  
merged it.**simon is a fixer and a logician** and i want him to trest this like  
hes been brought in to doctor it on some level, and he does too. nb has  
been ignoring him the past few weeks after listening to him up until then.  
dont know why, dont care. its our turn now.i told doug that we should

1 leave the mtg telling thema. timeline for seeing new stuff b. possibly do a  
2 parallel more radical cut to play w thebig first act and religious note.c. first  
3 "basic" cut should do all cuts in the notes, deal w ending. see you at 9."

4 154. Def Wiczuk, Simon Kinberg, and Amy Pascal continued to discuss the endless and  
5 unimaginable problems Kinberg was having helping director Def Blomkamp's save his  
6 film, *Chappie*; the executives discuss reshoots, dialogue rewrites, other huge changes, and  
7 how to protect Def Blomkamp's insecure ego. Yet, amid these massive problems, Kinberg  
8 comments that Def Blomkamp was handling Kinberg's executive ordered changes much  
9 better than he handled them on *Elysium*, where Kinberg explains Blomkamp "**shut down**  
10 **on elysium, partly because he felt he didn't have the answers. he's never shut down on**  
11 **this movie, not once.**" In this email to Amy Pascal, Simon Kinberg wrote:

12 2014-08-07 07:02:55 Re: Chappie from:  
13 sdkinberg@aol.com to: pascal, amy

14 **SIMON KINBERG:**

15 "cool! neill has been really open throughout this process, and wants to get  
16 the audience all the way there. i think we're all feeling the same things  
17 now, so we can put it together and deliver to him, and he'll take it as an  
18 assignment not a judgement, and stay creative. **i saw him shut down on**  
19 **elysium, partly because he felt he didn't have the answers. he's never**  
20 **shut down on this movie, not once. so i don't think he will now..."**

21 155. In fact, the text/emails reveal Def Wiczuk and Amy Pascal were forced to hide  
22 from Def Blomkamp the fact that Simon Kinberg had to take over the film to finish it. This  
23 is revealed when Def Wiczuk wrote to Sony's Chairperson, Amy Pascal:

24 2014-10-27 13:42:22 Re: To discuss

25 From: mwiczuk@mrcstudios.com; To: pascal, amy

26 **MODI WICZYK:**

27 "not to oversimplify but i know simon has been biting his tongue for a  
28 month and all the sloppy stuff has been making him crazy. when i speak  
to him he seems to have a very clear view of what he wants to do. it  
lines up w what ur saying. i hink if we make them do it we will have a  
much much much better film that works. we just cant literally tell neill si  
is taking over....so its "our" notes"

156. Additional evidence of the extreme measures that Defendants Simon Kinberg,  
Sony Pictures, MRC and Modi Wiczuk resorted to salvage Chappie. Can be seen in such



1 emails/texts as when Def Modi Wiczuk explains director Def Neill Blomkamp's inability to  
2 even write or direct "basics". In an email text to Amy Pascal, Wiczuk wrote:

3 2014-10-27 13:52:57 Re: To discuss

4 From: [mwiczuk@mrcstudios.com](mailto:mwiczuk@mrcstudios.com), To: pascal, amy

5 **MODI WICZYK:**

6 "yes thats what i mean the right version of this could be iconic and do 300  
7 and have a huge sequel what bugs me is how obvious and unpolished the  
8 problems are all the hard stuff is great but all the basics are killing us"

9 157. A week later, Def Modi Wiczuk emailed Amy Pascal to discuss BlomKamp's  
10 insecurities, and how they were impacting production.

11 2014-11-03 04:31:07 Re: From:

12 [mwiczuk@mrcstudios.com](mailto:mwiczuk@mrcstudios.com) To: pascal, amy

13 **MODI WICZYK:**

14 "dunno re simon. maybe insecure, maybe thinks simon is on "studio"  
15 side, which is juvenile. hes always mad at somebody. vacillates btwn  
16 targets. i ignore it until it stops forward progress.

17 re edgar i actually initially got nervous the music was too old to be  
18 cool, but all my assistants say lots of these songs are in the collective  
19 consciousness, played in bars and clubs. shows what i know....i dug the  
20 reel he did. and i loved the app w script and music."

21 158. There are many more such emails that further reveal how inept and difficult Def  
22 Blomkamp is. But from these select emails, we see that to revise Blomkamp's *Chappie*,  
23 Kinberg took extraordinary measures, and that Blomkamp's inept, "insecure" and "juvenile"  
24 conduct made Kinberg "crazy", forcing the executives to takeover the edit. Yet, Kinberg  
25 implied these problems were mild compared to what he endured with Blomkamp revising  
26 *Elysium*, where the problems were so extreme that Blomkamp "**shut down**" and "**didn't**  
27 **have the answers**". Clearly, the script work Kinberg did on *Elysium* was **exhaustive**, and  
28 not a mere "polish" as Def MRC II LP stated under oath. This was a clear act of perjury.

29 **SONY EMAILS CONFIRM DEFS RULE 37 VIOLATION IN BRIGGS V**  
30 **BLOMKAMP, SHOWING DEFS OMITTED TESTIMONY & EVIDENCE**

31 159. On page 28 of the Plaintiff's First Amended Complaint in *Briggs v Blomkamp*, et  
32 al, the Plaintiff made a bold prediction: that sometime after May of 2013 (when Blomkamp

1 learned the details of Plaintiff's impending copyright lawsuit) Defendant Neill Blomkamp  
 2 went back into the editing room and tried to edit-out key headache scenes, which were  
 3 identical to the Plaintiff's work. The Plaintiff explained that Blomkamp did this to try to  
 4 cover-up his theft of the Plaintiff's intellectual property.

5 160. Supporting this prediction, during the discovery phase of Briggs v Blomkamp, the  
 6 Plaintiff found a report on TheProvince.com (titled: "Elysium's ready as director Blomkamp  
 7 looks forward to next project" from February 2013) in which Def Blomkamp stated the film  
 8 was finished back in February 2013. (Said article from "The Province" is attached as  
 9 "**Exhibit BB**" and is incorporated by reference as if fully set out herein.) Then, proving the  
 10 Plaintiff's prediction, in sworn responses to Plaintiff's interrogatories, during discovery in  
 11 Briggs v Blomkamp, Def Blomkamp admitted film editing was finished "Sometime in or  
 12 about June 2013." (Said Defendant Blomkamp's Interrogatory Responses from Briggs v  
 13 Blomkamp are attached as "**Exhibit CC**" and are incorporated by reference, as if fully set  
 14 out herein.)

15 161. The Plaintiff then filed a motion to compel documents, asking for all texts and  
 16 emails between Def Blomkamp and both *Elysium* film editors: Julian Clarke and Lee Smith  
 17 (Smith was the final editor—the editor who would have made these headache changes). The  
 18 Plaintiff made this motion to prove that Def Blomkamp resumed film editing after February  
 19 2013, to try to remove or alter the "headache" scenes. However, **the Defendants would not**  
 20 **provide a response from Lee Smith**, only from Clarke (Clarke stated that editing ended  
 21 well before June 2013—contradicting Blomkamp, who said editing ended June 2013). But  
 22 Lee Smith returned to the editing room to fix the headache scenes in May and June 2013.

23 162. As well as doing the final edit of *Elysium*, the 2014 Sony email leak show that Lee  
 24 Smith also did the final edits for Blomkamp's next film, *Chappie* (although Smith isn't  
 25 credited on IMDB or Wikipedia).

26 163. Lee Smith's final edit of *Chappie* is revealed in the Sony email leaks as Def Modi  
 27 Wiczuk writes to Amy Pascal:

28 2014-08-12 00:13:30 saw it. From:  
mwiczuk@mrstudios.com To:



amy\_pascal@spe.sony.com

**MODI WICZYK:**

“we are going to get there and have a big success with this one. lee smith will be huge, **nb** is in GREAT frame of mind.”

164. Def Wiczky knew Smith would be “huge” because of how Smith helped salvage Elysium. A few months later Def Wiczky told Amy Pascal about all the work Lee Smith had left to do on the film, and the continued problems between Blomkamp and Kinberg.

2014-11-03 02:03:10 Re: From: mwiczky@mrcstudios.com  
To: pascal, amy

**MODI WICZYK:**

“Hi!  
in terms of neill, totally ur call but...  
i feel like this coming week is critical bc neill has to really really let lee in to polish, refine, etc. alot of little indulgences are gonna have to go. so--- i was trying to be positive but also let him know theres real real work yet to do. and in a short period of time.... i talked to lee for a while today who says neills been very open so thats good...but hes been a dick to simon for whatever reason. so a long way of saying i want to keep the pressure on him. because i agree it can be special. make sense?”

165. The Plaintiff filed his Motion to Compel (seeking a statement from Lee Smith) three (3) weeks before the deadline for dispositive motions (liability), July 9th, 2013. But the district court set the motion hearing for more than a week AFTER the deadline for dispositive motions (Aug 7th, 2013). Thus, the Plaintiff had to file his Motion For Summary Judgment (**MFSJ**), without being able to inform the court of the Defendants’ **violation of Rule 37** (failure to cooperate to compel a discovery response); a violation that, in this case, resulted in the omission of evidence of a cover-up (that cover-up being: Neill Blomkamp returned to the editing room with Lee Smith, in June 2013, to ask Smith to try to erase edit and remove the headaches from Elysium). Thus, during the teleconference hearing with Magistrate Judge Laurel Beeler, the Plaintiff explained that the matter was unresolved but was effectively “moot” because both parties’ MFSJs had been filed, and the Plaintiff had less than a week to file his Reply Brief (Magistrate Beeler thus ruled the issue moot). (Note: the Defs also refused ALL of the Plaintiff’s discovery requests for texts or emails regarding ANY Elysium matters; expanding the Defendants’ **Rule 37 violations**).

**MRC & SONY PICTURES NEGLECTED TO DO BASIC  
DUE DILIGENCE, BUYING THE RIGHTS TO ELYSIUM  
WITHOUT EVEN READING A SCREENPLAY**

166. In 2008, Def Neill Blomkamp filmed *District 9* without a screenplay. District 9's star, Sharlto Copley, has given many interviews discussing the fact that he improvised every line of the film—such as the interview he gave *USA Today* in 2011. (Said USA Today article with Sharlto Copley is attached as “**Exhibit DD**” and is incorporated by reference as if fully set out herein.) Due to Def Emanuel's inappropriate relationship with Sony Pictures' CEO Michael Lynton and Def Bill Block (of QED Int.), Emanuel was able to get QED and Sony Pictures' subsidiary *TriStar* to produce and distribute District 9, without a screenplay—using only Def Blomkamp's notes, which they referred to as a “script”. Countless writers in online forums, have tried to find a copy of a District 9 script. All have failed.

167. Similarly, MRC (co-owned by Def Emanuel) and Sony Pictures bought the film and distribution rights to *Elysium* from Def Blomkamp, without ever reading a screenplay. Sony Pictures bought the rights to *Elysium* in a hasty meeting in 2008. In this well documented meeting MRC and Def Blomkamp displayed 50-60 concept art paintings of scenes from Blomkamp's proposed film. The art was so persuasive that Sony Pictures agreed to buy the rights, immediately, never bothering to read the script. HollywoodReporter.com reported the details of the stunningly hasty meeting between Blomkamp, MRC and Sony Pictures —on the very day it occurred, January 19, 2011. MRC scheduled meetings with several other distributors that same day, but Sony Pictures was so rushed and eager to buy the film that MRC canceled all other distribution meetings scheduled that day. The Hollywood Reporter article carefully reports the “art designs” that secured this deal, but never mentions a “screenplay” or a “script”. (Said Hollywood Reporter article about Blomkamp, MRC closing the deal with Sony Pictures is attached as “**Exhibit EE**” and is incorporated by reference as if fully set out herein.) This same meeting and concept art were also recounted in the book “*Elysium: The Art of the Film*”—a book primarily made up of interviews with Def Blomkamp, himself. On August 6th, 2013, Deep Focus Review (deepfocusreview.com) reviewed the book “*Elysium: The Art of*



1 the Film”, reflecting on this meeting. (Said Deep Focus Review article is attached as  
 2 “**Exhibit FF**” and is incorporated by reference as if fully set out herein.) Upon  
 3 interviewing Blomkamp, the Deep Focus Review article revealed that Defs Blomkamp and  
 4 MRC staged 50-60 concept art paintings “and set them against the screenplay”, explaining:

5 “On the strength of these images—not to mention the strength of his first  
 6 film, *District 9*—he garnered himself a \$100 million budget and signed  
 7 stars Matt Damon and Jodie Foster.”

8 168. The Defendants used the amazing artwork to strategically distract attention from  
 9 the flawed screenplay. Sony Pictures took the bait. Within an hour or so, a deal for about  
 10 \$115 million was made, and no executive from Sony Pictures ever read a script. MRC  
 11 didn’t do due diligence because Defendant Ari Emanuel was a co-owner of MRC and Def  
 12 Blomkamp’s personal agent; thus, they stood to make millions from the deal. Sony Pictures  
 13 failed to do due diligence because CEO Michael Lynton had an improper, secret business  
 14 partnership with Def Emanuel (Screenbid.com), and wanted to maintain good relations with  
 15 Defs Emanuel and MRC—and make millions without regard for whose work they pirated.

16 169. Def Blomkamp’s script was so poorly executed and riddled with evidence of  
 17 misappropriation of the Plaintiff’s work, that Defs Blomkamp, MRC and Sony Pictures took  
 18 extreme measures to protect the script during film production. The website Games Radar  
 19 (gamesradar.com) interviewed one of Elysium’s stars, film icon **Jodie Foster**, who revealed  
 20 the producer’s paranoia as she explained she wasn’t allowed to possess a script. (Said  
 21 Games Radar interview with Jodie Foster is attached as “**Exhibit GG**” and is incorporated  
 22 by reference as if fully set out herein.) Foster said:

23 “**They won’t even give me a screenplay. I’ve read it, but they won’t**  
 24 **give me one to physically keep in my home ‘cause they’re so worried**  
 25 **about everybody.”**

26 170. How Sony Pictures and MRC committed \$115 million to a movie without reading a  
 27 screenplay, but invested millions to keep the screenplay secret defies reason. This was done  
 28 to keep the Plaintiff from learning details of the film’s plot before it was released, to prevent  
 the Plaintiff from getting an injunction to stop production.

171. Had Sony Pictures behaved ethically, AND done their due diligence, they would have read Blomkamp's screenplay, then they would have seen Def Blomkamp's unfocused ideas, vast story weakness, and his poor literary skills. These shortcomings, juxtaposing concepts that were beyond such limited literary skills, should have raised red flags that Blomkamp's story may have been misappropriate, thus killing the deal. Hence, the Plaintiff would have filed no claims, including all claims herein.

172. When Sony Pictures finally read Blomkamp's screenplay, seeing his poor writing skills and disjointed ideas, they hired writer/producer Simon Kinberg, who Def Wiczky described as a "fixer" (a term Wiczky borrowed from Jeff Rovin, expert witness in Briggs v Blomkamp). In a 2014 email to Sony Pictures Chairperson, Amy Pascal. Wiczky wrote:

2014-10-27 13:36:12 Fwd: CHAPPIE NOTES

From: mwiczky@mrcstudios.com To: pascal, amy

**MODI WICZYK:**

"hi!so i asked si to share all the notes hes wanted to do, in detail, for weeks but hasnt been able to do.it lines up w what everyones saying. great detail and very specific.he also included rachels document and merged it.**simon is a fixer and a logician** and i want him to trest this like hes been brought in to doctor it on some level, and he does too. nb has been ignoring him the past few weeks after listening to him up until then. dont know why, dont care. its our turn now.i told doug that we should leave the mtg telling thema. timeline for seeing new stuff b. possibly do a parallel more radical cut to play w thebig first act and religious note.c. first "basic" cut should do all cuts in the notes, deal w ending. see you at 9."

173. A company has a responsibility to do basic due diligence, to make sure their products are what they allege: original works. Having a CEO who is secret business partners with the CEO of a talent agency subcontractor, undermines due diligence. Failing to read a screenplay before buying the rights to that screenplay is not doing due diligence. Hiring a "fixer" to hide evidence of misappropriation is not doing due diligence. Rather, these are the methods of corrupt, mob-like conspirators.

174. Further, during discovery in Briggs v Blomkamp et al, the Plaintiff asked the Defendants for all documentation of their due diligence to make sure Elysium was not an infringement. The Defendants failed to produced any such documentation.



**Defendant Blomkamp Gets Caught Lying To The World About  
His “Aliens” Script (Which Also Did Not Exist) , in 2017:**

175. Just as Def Blomkamp (with Def Wiczzyk’s help) sold Elysium to Sony and MRC without a screenplay, Blomkamp recently tried to sell his idea for a fifth “Aliens” film without a script—but this time he did it openly, online, for the world to see. Unfortunately, in the process he ensnared several other Hollywood notables in his’ strange world of lies.

176. On January 2nd, 2015, Def Blomkamp shared some “Aliens” concept art on his Twitter account, expressing hope of one day shooting the film. Soon dozens of Blomkamp fans began spreading the word that Def Blomkamp was out to make the fifth Aliens film, including in an article on Nerdist.com. (Said article from Nerdist.com is attached as “**Exhibit HH**” and is incorporated by reference as if fully set out herein.)

177. By July 2016, websites like ScreenRant.com were reporting Def Blomkamp had recruited actress Sigourney Weaver and director James Cameron to tell the world how great Blomkamp’s script was. (Said ScreenRant article is attached as “**Exhibit II**” and is incorporated by reference as if fully set out herein.) In ScreenRant Sigourney Weaver said:

**“There is an incredible script by Neill. I didn’t want to do a fifth one. I thought going to earth wouldn’t be fun. I got this script that was amazing and gives fans everything they’re looking for...”**

178. And James Cameron also praised the script in the ScreenRant article:

**Director James Cameron (*Avatar*) then went on to throw in his two cents, saying that Blomkamp’s is “a very strong script” and “works gangbusters.”**

179. “Gangbusters.”

180. Then, in April 2017, ScreenCrush.com reported that director Ridley Scott, owner of the Aliens franchise, had announced there would be no *Aliens 5* movie. Mr. Scott explained Defendant Blomkamp **never even had a script**. (Said Screen Crush article is attached as “**Exhibit JJ**” and incorporated by reference as if fully set out herein.) Ridley Scott stated:

**“I don’t think it will ever see the light of day. There was never a script. Just an idea that evolved from a dozen or so pages.”**

181. This all caused the article writer to wonder who was lying: “We seem to find



1 ourselves in a bit of a ‘*he said, she and he said*’ situation here,” Monagle wrote.

2 182. Remember, in 2000 Def Wiczzyk helped sell his brother’s script to Summit without  
3 so much as a script name, and Sony Pictures was right there, negotiating for the rights to  
4 that unwritten, nameless script—eager to please any good friend of Ari Emanuel’s.  
5 By 2016, with *Aliens 5*, the Defendants had grown so brazen that they let Def Blomkamp go  
6 out and lie to the world for himself, believing they could throw a script together after the  
7 contract was signed. Rubbing their hands in anticipation of all that money, none of them  
8 expected Ridley Scott to do due diligence and insist on seeing a script, ruining their scheme.

9  
10 **IN BRIGGS V BLOMKAMP THE DEFS HIRED A CONMAN, JEFF ROVIN**  
11 **(WHO COMMITTED FRAUD UPON THE COURT & WENT ON FOX NEWS**  
12 **TO ADMIT HE WAS A “FIXER” FOR BILL CLINTON) AS THEIR “EXPERT”**

13 183. Not only does this case reveal how effortlessly seemingly everyone in Hollywood  
14 lies, it reveals that when they get caught lying and stealing other people’s work, they call on  
15 world-class liars.

16 184. In a surreal, mobster-like twist, in Briggs v Blomkamp, rather than hiring one of  
17 thousands of California intellectual property attorneys as an expert witness, the Defs hired  
18 Jeff Rovin, a high school-educated New York “fixer” (Rovin’s self description). This is the  
19 same Jeff Rovin who confessed (two years after Briggs v Blomkamp went to MFSJ) to the  
20 *National ENQUIRER* (October 19th, 2016), and confessed on **Fox News’** live telecast of  
21 ***The Sean Hannity Show*** (Oct 24, 2016), that he was a professional “fixer” who  
22 orchestrated false “smear” reports on people who disparaged President Bill and Hillary  
23 Clinton—while Bill Clinton was President. Rovin claimed he then published these smear  
24 articles in tabloid newspapers. Rovin’s interview with Hannity can be seen at  
25 <https://www.youtube.com/watch?v=L3mzoKuFN5o>. The story carried in countless other  
26 publications, including The Daily Beast. (Said Daily Beast article is attached as “**Exhibit**  
27 **KK**” and is incorporated by reference as if fully set out herein.) (Said National ENQUIRER  
28 article is attached as as “**Exhibit LL**” and is incorporated by reference as if fully set out  
herein.)

1       185. **Rovin made these self-incriminating admissions on camera, in his own words.**  
 2       Rovin admitted that he also bribed the victims of his smears to stay quiet. Shockingly,  
 3       Rovin says the bribes were so effective that they rarely needed to resort to other measures.  
 4       In Rovin's words, "**Most of the time** it was just money, it never had to be any threats."  
 5       Witlessly, Rovin admitted threats, violence—or worse—might ensue if the money wasn't  
 6       accepted.

7       186. Sean Hannity summarized Rovin's work, saying, "Smearing happened. Money was  
 8       paid. Orders were given. You were to go out and damage the reputation of people like  
 9       Monica Lewinski."

10      187. Rovin modestly agreed with Hannity's assessment, stating, "It was a team effort."

11      188. Rovin went on to explain he had worked as a "fixer" many times in the past.

12      189. In *Brigg v Blomkamp*, the Defendants paid Jeff Rovin \$50,000 as a "fixer", to use  
 13      his literary talents to lie, falsify and commit fraud.

14      190. In *Brigg v Blomkamp*, Rovin's fraud was so extensive that the Plaintiff moved the  
 15      the court to exclude Rovin's "expert" report, as Rovin had falsified dozens of citations and  
 16      fabricated evidence to substantiate his own claims, including a lengthy "quote" in which he  
 17      fraudulently omitted 42 words—that wholly countered what Rovin reported. (Said Motion  
 18      to Exclude is attached as "**Exhibit MM**" and is incorporated by reference as if fully set out  
 19      herein.) Oddly, the court took no interest in the fraud contained in Rovin's report—which  
 20      became the base of the district court's summary judgment opinion—and denied the motion.

21      191. How the Defendants knew such a devious man's "expert" report would go  
 21      unchallenged is a mystery. How the Defendants knew such a sinister man existed—at all—is  
 22      stunning. Rovin explained that he worked for President Clinton when Bill Clinton was in  
 23      office (1991-2001). When asked how he came to be involved with the Clintons, Rovin  
 24      explained that the Clintons became aware of Rovin because, in Rovin's words, he was  
 25      "**fixing something for an actor who was in their** (the Clinton's) **inner circle.**" Rovin does  
 26      not identify who this cabinet member is, but during the time Rovin was involved with the  
 27      Clintons (1991-1998), **Rahm Emanuel** worked as the senior adviser to President Clinton  
 28      (1993-1998). Rahm Emanuel is Defendant Ari Emanuel's brother.



**Defendants May Use Campaign Donation To Avoid Prosecution**

192. July 17, 2017, Observer.com reported that when Senator **Kamala Harris** was California's Attorney General she ignored corporate lawbreakers who made max donations to her campaign. (Said Observer article is attached as "**Exhibit NN**" and is incorporated by reference, as if fully set out herein). CampaignMoney.com reported **Def Emanuel** made max donations to Harris's campaign. (Said Campaign Money report is attached as "**Exhibit OO**" and is incorporated by reference as if fully set out herein.) The L.A. Times also reported Def Emanuel hosted a fundraiser for California's Lieutenant Governor Gavin Newsom. (Said LA Times article is attached as "**Exhibit PP**" and incorporated by reference, as if fully set out herein.) Emanuel likely made said donations to keep Harris, Newsom, and the Dept of Bus Oversight from investigating his improper ties with Universal, MRC, Screenbid, Sony, etc.

**9TH CIRCUIT FILM RULING IRREGULARITIES & CONFLICTS**

193. The district court's Briggs v Blomkamp summary ruling applied reversed law, rather than the prevailing law (cited by the Plaintiff). Such irregularities seem common in film industry cases in the 9th. In 2014, the L.A. Times asked Chief Justice **Alex Kozinski** about this and the 9th's relationship with the film industry. (Said article is attached as "**Exhibit QQ**" and incorporated by reference as if fully set out herein.) Kozinsky explained:

"He holds movie nights at the 9th Circuit courthouses in Pasadena, San Francisco and occasionally Seattle, where judges and lawyers pitch in for pizza and beer, **watch films and hear from scriptwriters and other industry insiders about the movies. Director George Lucas used to provide the court with films before they came out on DVDs...**"

194. Many readers were stunned to learn that The Studios had such access to the very judges trying their cases. The article quotes attorney Steven T. Lowe, who, implying bias in the Ninth, said, "The studios and networks always win." In 2010, *The Los Angeles Lawyer* published Lowe's article "Death of Copyright". (Said article is attached as "**Exhibit RR**" and is incorporated by reference as if fully set out herein.) In the article Lowe explains:

"Of the **48** copyright infringement cases against studios or networks that resulted in a final judgment within the Second and **Ninth Circuits (and the district courts within those circuits) in the last two decades, the studios and networks prevailed in all of them** and nearly always on motions for summary judgment."